

This Akamai Security Research Agreement ("SRA") provides the general framework for how you are permitted to engage in any effort arising from or related to the security of the Akamai ecosystem.

The SRA is between you and Akamai Technologies, Incorporated ("Akamai," "us" or "we"). By interacting with any Akamai asset, resource, product, or service ("Technology") in a manner that does or could result in such Technology's vulnerability, exploitation, or otherwise abuse (each a "Vulnerability"), or (ii) participating or attempt to participating in any of Akamai's security research programs (collectively "Qualifying Activities"), you acknowledge your understanding and accept the SRA without modification.

IF YOU DO NOT AGREE TO THE SRA, DO NOT SEND US ANY SUBMISSIONS OR OTHERWISE PARTICIPATE IN ANY QUALIFYING ACTIVITY.

1. **Programs.** Akamai may offer security research and bug bounty programs (each a "Program") related to Qualifying Activities. The specific obligations and responsibilities for participating in a Program shall be detailed in the Program's corresponding supplemental program policy ("SPP"), including without limitation the following:
 - a. Supplemental requirements, if any, to earn Program specific rewards (each a "Qualifying Reward");
 - b. Explicit identification of Technology that is in-scope of the corresponding Program ("Qualifying Technology"); and
 - c. Explicitly identification of Vulnerabilities are out-of-scope of the corresponding Program ("Excluded Techniques")

Each SPP is incorporated by reference into this SRA and shall be governed in its entirety by this SRA. In the event of a conflict of terms between this SRA and a SPP, this SRA shall control without exception. The SRA and each SPP hereunder shall be deemed the "Agreement".

2. **Authorization.** You are only authorized to engage in Qualifying Activities where expressly authorized by Akamai in accordance with a Program. Failure to engage in a Qualifying Activity without expressed authorization by Akamai in accordance with a Program will disqualify you from receiving any Qualifying Rewards, as well as Akamai's right to pursue any action permissible by law.
3. **Modification.** You should check this SRA and any applicable SPP frequently for Program updates and changes. Akamai shall have the right to modify the Agreement, in part or in whole, at Akamai's sole and absolute discretion, at any time, and with or without notice to you. You agree that your continued engagement of any Qualifying Activity or participation in any Program after modification of the Agreement by Akamai shall be deemed your unqualified consent to all such modifications by Akamai. You shall be required to discontinue all Qualified Activities and stop participation in all Programs if you do not agree to any modification to the Agreement.
4. **Eligibility.**

- 4.1. You are eligible to participate in a Program if you satisfy, and continue to satisfy for the duration of your participation in the corresponding Program, the following criteria:
 - a. You are (i) at least sixteen (16) years old or (ii) have submitted prior written permission from your parent or guardian to Akamai if you are at least sixteen (16) years old but are considered a minor in your place of residence;
 - b. You are participating (i) in your own individual capacity or (ii) as part of an organization that permits your participation and have obtained your organization's prior written approval;
 - c. You consent to the application of the laws of the Commonwealth of Massachusetts and the United States of America (“U.S.”); and
 - d. You are lawfully able to enter into contracts in both the U.S. and the jurisdiction in which you presently reside.
- 4.2. Notwithstanding the provisions of §2.1, you are expressly disqualified and not eligible to participate in any Program if you satisfy, or satisfy during your participation in any Program, the following criteria:
 - a. You are under sixteen (16) years old;
 - b. You are a resident of any country that is subject to comprehensive U.S. sanctions or embargo. This list currently includes Cuba, Syria, Sudan, Iran, North Korea, and certain regions of Ukraine;
 - c. You are not listed on the Specially Designated Nationals and Blocked Persons List (SDN List) administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, or The Denied Persons List, Entity List, or Unverified List administered by the U.S. Department of Commerce, or any other sanctions or prohibited parties list administered by any applicable governmental or legal authority.
 - d. You are a resident of any country that prohibits participation in Qualifying Activities;
 - e. You are currently an (i) Akamai employee or contractor or (ii) immediate family or household member of an Akamai employee or contractor;
 - f. You were an Akamai employee or contractor within one (1) year prior to participating in the applicable Program;
 - g. You engage, facilitate, aid, or abet any (i) Vulnerability related activity affecting an Akamai customer or end user without such party’s prior written consent or (ii) any illegal activity; or
 - h. You engage in any Qualifying Activity that impacts an Akamai customer without such customer’s expressed prior consent.

5. **Submission Process.**

- 5.1. **Requirements.** You are responsible for satisfying each of the submission requirements to be eligible for reward consideration by Akamai:
 - a. You may only engage in a Qualifying Activity with respect to Qualifying Technology that is not deemed by Akamai, at Akamai’s sole and absolute

discretion, to be an Excluded Technique and otherwise meets the requirements set forth in the applicable SPP.

- b. You may only submit a Vulnerability to Akamai via a Program or as otherwise authorized by Akamai.
- c. You must cooperate with all follow-up requests with Akamai to discuss, investigate, or act on the Vulnerability submitted by you.
- d.
- e. You are not permitted to disclose your findings to any non-Akamai party or parties until such time that (i) Akamai completes the fix or remediation of the Vulnerability identified in your submission (ii) or mutually agreeable alternative arrangements are made.

A submission is only eligible for reward consideration if it satisfies all the requirements identified in this SRA and any applicable SPP (“Qualifying Submission”). Submissions that do not strictly satisfy all submission requirements identified in this SRA and any applicable SPP shall not be eligible for any reward consideration and could disqualify you from any future Program participation.

- 5.2. **Acknowledgment.** Akamai will email a confirmation receipt to the email address of record identified by you in each Qualifying Submission. Please notify Akamai at security@akamai.com if you do not receive a confirmation email from Akamai within one (1) week after making a Qualifying Submission. If you submit a Vulnerability that is not explicitly within the scope of a Program at the time of your submission, you will not be eligible for rewards consideration if the Vulnerability is later added to any Program.
6. **Review.** Qualifying Submissions will be reviewed by Akamai, and Akamai will determine at Akamai’s sole and absolute discretion the validity and completeness of each Qualifying Submission. Akamai reserves the right to extend the review period indefinitely, though Akamai will attempt to process Qualifying Submissions within ninety (90) days of receipt. If multiple submissions for the same Vulnerability are reported by different parties, the Qualify Reward, if any, will be granted to the first eligible Qualifying Submission.
7. **Intellectual Property.** By engaging in any Qualifying Activity and/or making any submission to Akamai, you hereby acknowledge and agree to the following:
 - a. All intellectual property arising from or related to the Technology, including without limitation all Vulnerabilities, shall be solely and absolutely owned, in the entirety, by Akamai;
 - b. Grant Akamai a irrevocable, perpetual, transferable, universal, royalty-free, and sublicensable license to any and all intellectual property arising from or related to your Qualifying Activity and/or submission;
 - c. Waiver and disclaimer of any claims you may have arising from or related to Akamai’s development or commission of Technology and materials similar or identical to your Qualifying Activity and/or submission;

- d. Consent that you are not guaranteed any reward, compensation, or otherwise consideration for use of any intellectual property arising from or related to your Qualifying Activity and/or submission;
- e. Representation and warranty that your Qualifying Activity and/or submission is your own, that you have not used or incorporated the intellectual property of any third party without legal authorization, and that you have the legal right to engage in the Qualifying Activity and/or your submission.

8. **Rewards and Payments.**

- 8.1. The decisions made by Akamai regarding any reward, compensation, or otherwise consideration are final and binding. Akamai may change or cancel a Program at any time, for any reason, with or without notice.
- 8.2. Depending on the detail of your Qualifying Submission, Akamai may grant a Qualifying Reward of varying scale and subject to downward or upward adjustment. Well-written reports and functional exploits are more likely to result in Qualifying Rewards. Those Qualifying Submissions that do not meet the minimum bar described in the Agreement shall be considered incomplete and not eligible for Qualifying Rewards.
- 8.3. If Akamai has determined that your Qualifying Submission is eligible for a Qualifying Reward under the applicable SPP, Akamai, or an authorized Akamai representative, will notify you of the Qualifying Reward amount and provide you with the necessary paperwork to process your payment.
- 8.4. Unless otherwise specified by a Program, if there is a dispute as to who submitted a Qualifying Submission, Akamai will consider the submitter to be the authorized account holder of the email address identified in the Qualifying submission.

9. **Recognition.** Unless you provide us with written instructions with a Qualifying Submission, Akamai reserves the right, but is not required, to publicly recognize individuals who have received a Qualifying Reward in any medium of Akamai's choice.

10. **Privacy.** Akamai's collection, processing, and use of your information is described in the [Akamai Privacy Statement](#).

11. **Disclaimer.** Akamai and all subsidiaries, affiliates, owners, directors, managers, employees, contractors, subcontractors, processors, subprocessors, service providers, professional advisors, directors, officers, trustees, successors, assigns, and agents of Akamai (collectively "Representatives") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN ANY PROGRAM IS AT YOUR OWN RISK.

12. **Limitation of Liability.** BY ENGAGING IN ANY QUALIFY ACTIVITY AND/OR SUBMITTING ANY VULNERABILITY TO AKAMAI, YOU IRREVOCABLY AGREE THAT

YOUR EXCLUSIVE REMEDY FOR ANY LOSS, LIABILITY, DAMAGE, COST, AND EXPENSE ARISING FROM OR RELATED TO ANY PROGRAM SHALL BE FOR AGGREGATED DIRECT DAMAGES OF UP TO HUNDRED (\$100.00) DOLLARS IN U.S. CURRENCY.

YOU FURTHER IRREVOCABLY AGREE THAT YOU, ON BEHALF OF YOURSELF AND YOUR REPRESENTATIVES, SHALL NOT PURSUE AND EXPRESSLY DISCLAIM ANY LOSS, LIABILITY, DAMAGE, COST, AND EXPENSE ARISING FROM OR RELATED TO ANY DIRECT, INDIRECT, CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES.

These limitations and exclusions shall apply even if the remedy described in this section does not fully compensate you or your Representatives for any loss, liability, damage, cost, and expense even if Akamai knew or should have known about the possibility or existence of such loss, liability, damage, cost, or expense.

13. **Severability.** Each provision of the Agreement shall be considered separable; and if, for any reason, any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any statute, regulation, rule, order, or decree of any governmental authority, such determination shall not affect the enforceability of the remainder of the Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court of competent jurisdiction shall deem any provision of the Agreement too restrictive, the other provisions of the Agreement shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by applicable law.
14. **Governing Law.** The Agreement shall be unconditionally and singularly governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any (i) choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction and (ii) the public policy or policies, if any, of any jurisdiction other than the Commonwealth of Massachusetts. Any and all disputes or claims arising out of or in relation to the Agreement, or the interpretation, making, performance, breach, or termination thereof, shall be finally and exclusively settled by the courts of Suffolk County, Massachusetts.
15. **Entire Agreement.** This SRA and the SPPs effectuated hereunder represents the entire agreement between the parties with respect to the subject matter herein and supersedes all prior oral and written understandings, communications, or agreements between you and Akamai regarding the subject matter herein. The Agreement supersedes and controls over any contrary information or terms set forth on Akamai's website or in other Akamai documents or materials. No amendment to, or modification of, the Agreement shall be valid or binding unless it is in writing and executed by an authorized Akamai representative.